



Contract # 059026

## STATE OF UTAH CONTRACT

1. **CONTRACTING PARTIES:** This contract is between the following agency of the State of Utah: **Department of Transportation**, Agency Code: **810, Traffic Management Division**, referred to as (STATE), and the following CONTRACTOR:

**Northwest Weathernet, Inc.**

Name

**P.O. Box 1313**

Address

**Issaguha**

City

**Washington**

State

**98027**

Zip

### LEGAL STATUS OF CONTRACTOR

☐ Sole Proprietor

☐ Non-Profit Corporation

☒ For-Profit Corporation

☐ Partnership

☐ Government Agency

Contact Person **Anthony "Tony" Mouser**

Federal Tax ID #**911240100**

Phone # **425.644.8468**

Vendor # **46792H**

Email **tonym@nw-weathernet.com**

Commodity Code # **96188000000**

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide: **Statewide wather forecasting and meteorological support services for the Utah Department of Transportation traffic operations.**
3. **PROCUREMENT:** This contract is entered into as a result of the procurement process on **RX# 46000000112, FY 04, Bid# RM4070.**
4. **CONTRACT PERIOD:** Effective date **May 20, 2004** Termination date **April 30, 2009**, unless terminated early or extended in accordance with the terms and conditions of this contract.
5. **CONTRACT COSTS:** CONTRACTOR will be paid a maximum of **\$366,000.00** for costs authorized by this contract.
6. **ATTACHMENT A:** Division of Purchasing's Standard Terms and Conditions  
**ATTACHMENT B:** Scope of Work and Pricing  
**ATTACHMENT C:** Special Terms and Conditions

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

7. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
  - Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid #4070 dated 3/16/2004.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

**CONTRACTOR**

Signature

Date

**Anthony Mouser, President**

**STATE**

Agency's signature

Date

for Director, Division of Purchasing

**PROCESSED BY**

**DIVISION OF FINANCE**

Director, Division of Finance

**JUN 23 2004**

Date

**JUL 13 2004**

Date

Robert Badham.  
Agency Contact Person

801.965.4063  
Telephone Number

801.965.4073  
Fax Number

rbadham@utah.gov  
Email Address

(Revision 08/26/2003)

ENT'D MAR 06 2005

JUL 21 2005

## ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party; upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.

15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor, (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. and Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card.
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Special Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: Nov 21, 2003)

## ATTACHMENT B:

### SCOPE OF WORK AND PRICING

#### 1.1 Background.

The Traffic Operation Center (TOC) is the central facility located in the Salt Lake Valley, charged with statewide dissemination of traffic and traveler information. Located in this facility is the Weather Operations group, whose main focus is to generate detailed forecasts and meteorological support for decision makers, maintenance shed personnel and construction crews all in an effort to support the highest level service in a cost efficient manner. In an attempt to satisfy this goal, the TOC has been utilizing on-site Meteorologists in addition to off-site weather service for approximately 46 of the maintenance stations in the state.

- 1.2 **Scope.** The next step is to expand the spatial and temporal boundaries of the current service to provide a year round statewide service throughout Utah Dept of Transportation (UDOT). Provide statewide tailored weather forecasts, on site meteorological support from the Traffic Operations Center, as well as 24 hour a day support consultation via toll free phone. Text forecasts (of an agreed upon format), shall be generated twice daily, Monday-Friday and once each day Saturday and Sunday during the winter season October 15– May 15. The summer season forecasts will be issued once each day Monday – Friday, May 15 through October 15 (Exhibit A). Forecast will include 6 Regional narratives with spot forecasts delineated by geographical areas and/or maintenance station boundaries as illustrated in Exhibit B. One hundred percent of the forecasts must be generated from the Traffic Operations Center. Written forecasts will be made available to authorized persons on the Contractor's web site as well as sent via email or in some cases faxes. In conjunction with forecast duties, the on-site Meteorologists shall monitor weather conditions throughout the state and shall alert proper UDOT personnel of any changes to the forecast as well as imminent hazardous developments, utilizing phone, paging system, & two-way radios. The Meteorologists are expected to answer any weather related questions asked by UDOT personnel. In addition, the Meteorologists are expected to archive forecasts and communication contacts as well as document storm events for future evaluations.

## **ATTACHMENT B:**

### **SCOPE OF WORK AND PRICING**

**2.1 Weather Forecast Approach.** Regional discussions as well as site-specific forecasts shall be concise and non-technical in nature. Therefore, forecasts shall be written in such a manner as to allow UDOT personnel to make a myriad of operational and planning decisions with regards to weather sensitive issues. Temporal aspect of the site-specific forecasts shall cover the immediate time frame, i.e. now-casts out to 36 hours in 12-hour increments. Site-specific forecasts shall address weather concerns pertaining to all routes under the auspices of UDOT operations. Regional discussions shall address current and upcoming weather events with a general trend out to five days. Forecast information shall include but not be limited to:

**2.1.1 General characteristics of the weather event**

- Onset
- Duration
- Intensity

**2.1.2 Precipitation**

- Type
- Intensity
- Timing of onset and dissipation
- Aerial coverage
- Water Equivalences and density trend (Avalanche Safety Program)

**2.1.3 Wind**

- Direction
- Velocity
- Blowing and Drifting snow warnings

**2.1.4 Temperature**

- Highs
- Lows
- Trends

**2.1.5 Mesoscale Phenomenon**

- Lake Effect
- Localized and synoptic scale fog events
- Down slope wind events
- Dust Storms which impair visibility
- Thunder storms

**2.1.6 Relative Humidity (%RH)**

**2.1.7 Dew point/trend**

**2.1.8 Forecasts shall be tailored to support year round UDOT weather needs**

## **ATTACHMENT B:**

### **SCOPE OF WORK AND PRICING**

#### **2.2 Forecast Delivery Method**

All text forecast products shall be made available on the Contractor's web site, as well as sent via email to authorized UDOT personnel. In addition, some areas may have products faxed as requested. Consultations shall either be in person at the Traffic Operations Center during staffed hours or via toll-free telephone 24 hours a day.

#### **2.3 Staffing the Traffic Operations Center (TOC)**

UDOT shall supply a workstation with high-speed internet access; satellite and radar data-feeds; email accounts, as well as a phone line and other miscellaneous office supplies. The contractor is expected to supply on-site personnel, 24-hour support and cell phones as needed. A minimum of two Meteorologists will staff the TOC fulltime for the winter season October 15 – May 15, with one Meteorologist halftime through the summer season May 15-October 15. These Meteorologists shall be accessible to the UDOT staff for personalized consultation and weather briefings as needed. The UDOT Project Manager shall oversee the on-site weather operations, including but not limited to the authorization of overtime, temporal aspects of forecast dissemination etc. The UDOT Project Manager reserves the right to a reasonable rejection of the Vendors selection for any and all proposed on-site Meteorologists.

##### **2.3.1 Winter Staffing Schedule (Oct 15-May15)**

The TOC staffing schedule shall be from 6:00a.m. - 10:00p.m., Monday through Friday; and 2:00p.m.-Midnight, Saturdays and Sundays (Exhibit A.). The on-sight Meteorologist shall generally be scheduled for 40 hours a week. However, there may be times when additional work in excess of 40 hours per week is necessary. In these cases, the Contractor shall be compensated at the rate of 1 1/2 times their hourly rate. In addition, Contractor shall be paid 2 times their hourly rate on State identified holidays.

##### **2.3.2 Summer Staffing Schedule (May 15-Oct15)**

The TOC staffing schedule shall be from 5:00a.m. - 900a.m., Monday-Friday, with additional hours as needed.

#### **2.4 Consultation (24 hours a day)**

UDOT personnel will have access to personalized consultation with a Meteorologist 24/7/365, either with the on-site Meteorologist or when the TOC Weather Center is vacant, via (toll free) phone from the Contractor's facility staffed 24 hours a day.

## ATTACHMENT B:

### 3. Pricing:

<b>Cost for Winter Services</b> <b>October 15, 2004 – May 15, 2005</b> <ul style="list-style-type: none"> <li>• Two full time Meteorologists at the TOC (see Exhibit A)</li> <li>• Six Regional discussions</li> <li>• 55 site-specific spot forecasts</li> <li>• 24 Hour support</li> </ul>	\$56,700
<b>Cost for Winter Services</b> <b>October 15, 2005 – May 15, 2006</b> <ul style="list-style-type: none"> <li>• Two full time Meteorologists at the TOC (see Exhibit A)</li> <li>• Six Regional discussions</li> <li>• 55 site-specific spot forecasts</li> <li>• 24 Hour support</li> </ul>	\$60,700
<b>Cost for Winter Services</b> <b>October 15, 2006 – May 15, 2007</b> <ul style="list-style-type: none"> <li>• Two full time Meteorologists at the TOC (see Exhibit A)</li> <li>• Six Regional discussions</li> <li>• 55 site-specific spot forecasts</li> </ul> <b>24 Hour support</b>	\$60,700
<b>Cost for Winter Services</b> <b>October 15, 2007 – May 15, 2008</b> <ul style="list-style-type: none"> <li>• Two full time Meteorologists at the TOC (see Exhibit A)</li> <li>• Six Regional discussions</li> <li>• 55 site-specific spot forecasts</li> </ul> <b>24 Hour support</b>	\$60,700
<b>Cost for Winter Services</b> <b>October 15, 2008 – May 15, 2009</b> <ul style="list-style-type: none"> <li>• Two full time Meteorologists at the TOC (see Exhibit A)</li> <li>• Six Regional discussions</li> <li>• 55 site-specific spot forecasts</li> </ul> <b>24 Hour support</b>	\$60,700
<b>Cost for Summer Services</b> <b>May 15, 2004 – October 15, 2004</b> <ul style="list-style-type: none"> <li>• One half time Meteorologist at the TOC (see Exhibit A)</li> <li>• Six Regional discussions, addressing specific projects as needed</li> <li>• 24 Hour support</li> </ul>	\$12,500
<ul style="list-style-type: none"> <li>• </li> </ul>	

<b>Cost for Summer Services</b> <b>May 15, 2005 – October 15, 2005</b> <ul style="list-style-type: none"> <li>• One half time Meteorologist at the TOC (see Exhibit A)</li> <li>• Six Regional discussions, addressing specific projects as needed</li> <li>• 24 Hour support</li> </ul>	\$13,500
<b>Cost for Summer Services</b> <b>May 15, 2006– October 15, 2006</b> <ul style="list-style-type: none"> <li>• One half time Meteorologist at the TOC (see Exhibit A)</li> <li>• Six Regional discussions, addressing specific projects as needed</li> </ul> 24 Hour support	\$13,500
<b>Cost for Summer Services</b> <b>May 15, 2007 – October 15, 2007</b> <ul style="list-style-type: none"> <li>• One half time Meteorologist at the TOC (see Exhibit A)</li> <li>• Six Regional discussions, addressing specific projects as needed</li> </ul> 24 Hour support	\$13,500
<b>Cost for Summer Services</b> <b>May 15, 2008 – October 15, 2008</b> <ul style="list-style-type: none"> <li>• One half time Meteorologist at the TOC (see Exhibit A)</li> <li>• Six Regional discussions, addressing specific projects as needed</li> </ul> 24 Hour support	\$13,500
<b>TOTAL</b>	\$366,000



## ATTACHMENT B:

### SCOPE OF WORK

#### Exhibit A

#### Winter Staffing Schedule for the Traffic Operations Center (TOC) October 15 – May 15

MT	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
0500-0600							
0600-0700							
0700-0800							
0800-0900							
0900-1000							
1000-1100							
1100-1200							
1200-1300							
1300-1400							
1400-1500							
1500-1600							
1600-1700							
1700-1800							
1800-1900							
1900-2000							
2000-2100							
2100-2200							
2200-2300							
2300-2400							
2400-0100							
0100-0200							
0200-0300							
0300-0400							
0400-0500							

	Mandatory uninterrupted staffing at the TOC
	Additional TOC staffing during storm events as needed

#### Summer Staffing Schedule at the Traffic Operations Center (TOC) May 15 - October 15

MT	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
0500-0600							
0600-0700							
0700-0800							
0800-0900							
0900-1000							
1000-1100							
1100-1200							
1200-1300							
1300-1400							
1400-1500							
1500-1600							
1600-1700							
1700-1800							
1800-1900							
1900-2000							
2000-2100							
2100-2200							
2200-2300							
2300-2400							
2400-0100							
0100-0200							
0200-0300							
0300-0400							
0400-0500							

Mandatory uninterrupted staffing at the TOC

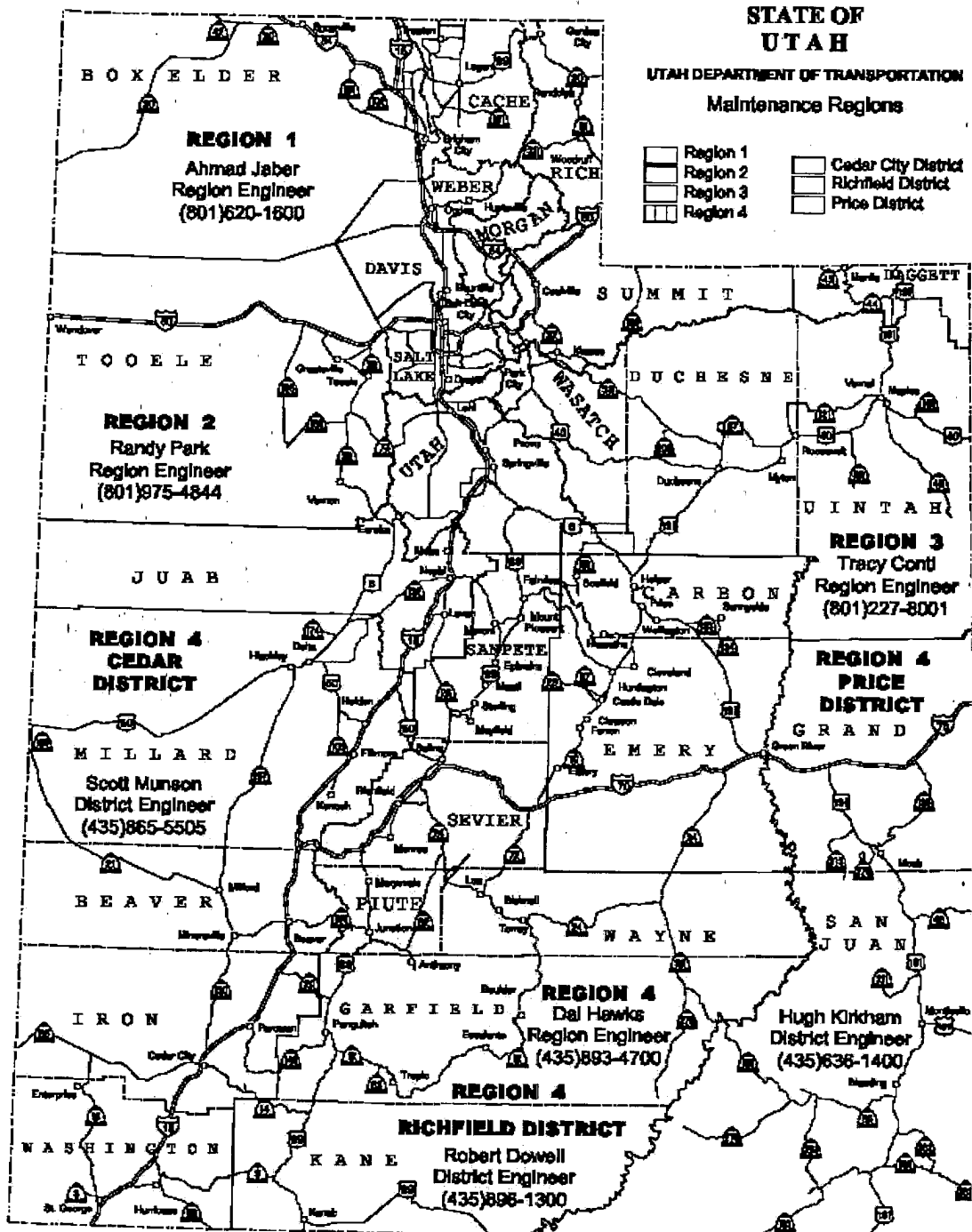
**Phone Consultation Availability (Year Round)**

MT	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
0500-0600							
0600-0700							
0700-0800							
0800-0900							
0900-1000							
1000-1100							
1100-1200							
1200-1300							
1300-1400							
1400-1500							
1500-1600							
1600-1700							
1700-1800							
1800-1900							
1900-2000							
2000-2100							
2100-2200							
2200-2300							
2300-2400							
2400-0100							
0100-0200							
0200-0300							
0300-0400							
0400-0500							

24 HOURS/DAY 7 DAYS A WEEK 365 DAYS A YEAR

# Exhibit A

## Regional Discussions (6)



## EXHIBIT A

### Site Specific Forecasts Total 55

Details as described in sections 2.1.1 through 2.1.8

#### Region 1

Station 1431	Snowville/Park Valley
Station 1432/1433	Bothel/Riverside
Station 1436/1435	Logan/Wellsville
Station 1445	Logan Summit
Station 1437/1437A	Laketown/Randolph
Station 1423	Brigham City
Station 1448	Sardine Summit
Station 1421/1422	Clinton/Ogden
Station 1427/1424	Centerville/Clearfield
Station 1425	Huntsville
Station 1426	Morgan

#### Region 2

Station 2421	Wendover
Station 2423/2422	Tooele/Grantsville
Station 2424	SL West
Station 2425/2430	SL East/SL
Station 2432/2427	Murray/Bluffdale
Station 2431	West Jordan
Station 2434	Parleys
Station 2435	Lamar Richins
Station 2433	Cottonwoods-East Bench
Station 2437	Kamas
Station 2436	Wanship
Station 2438	Echo

#### Region 3

Station 3425/3425A	Orem/Provo Canyon
Station 3423/3423A	Lehi
Station 3427	Provo
Station 3421	Eureka
Station 3424/3422	Santaquin/Nephi
Station 3431	Heber
Station 3445	Strawberry
Station 3426/3426A	Spanish Fork/Thistle
Station 3434/3433	Duchesne/Tabiona
Station 3436	Manila
Station 3435/3437	Roosevelt/Vernal

#### Region 4/Price District

Station 4435/4435A	Colton/Scofield
Station 4433	Huntington

## EXHIBIT A

Station 4436/4436A

Emery/Secret Mesa

Station 4431/4432/4424

Thompson/Green River/Moab

Station 4423/4423A/4421/4422

Monticello/Bluff/Blanding

Station 4434

Wellington

### Region 4/Richfield District

Station 4334/4334A/4328

Mt. Pleasant/Fairview/Gunnison

Station 4333/A/B

Salina

Station 4327

Richfield

Station 4331/4332

Loa/Hanksville

Station 4325/4326

Junction/Panguitch

Station 4324

Escalante

Station 4321/4322/4322A

Kanab/Long Valley/Mt. Carmel

### Region 4/Cedar District

Station 4535/4533/4531

Delta/Garrison/Milford

Station 4534/4536

Meadow/Scipio

Station 4532

Cove Fort

Station 4527

Beaver

Station 4526

Parowan

Station 4523

Beryl Jct

Station 4521/4522

St. George/Hurricane

Station 4524/4524A/4540

Cedar City/Cedar Mountain

# Region One May 1998

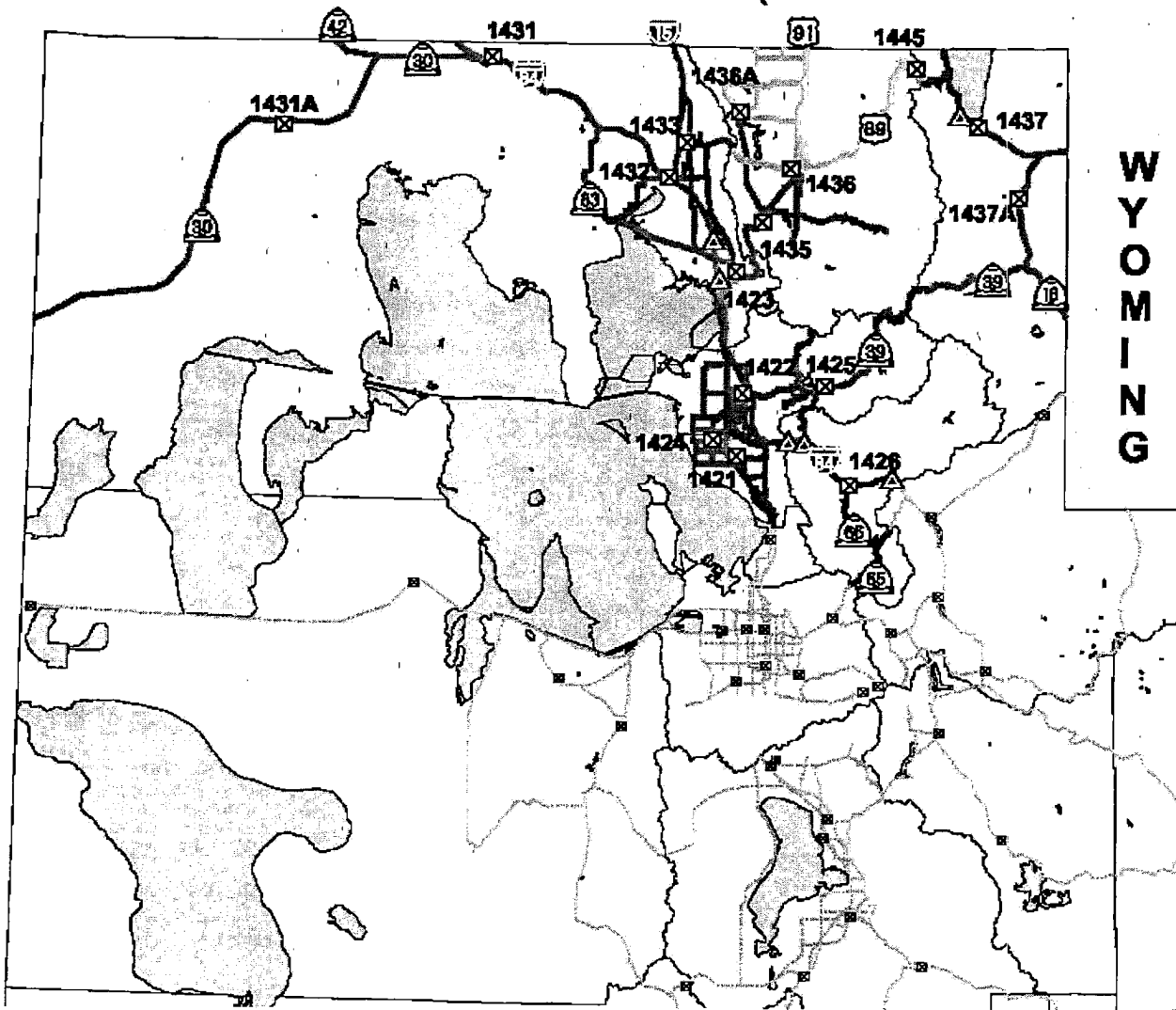
△ Rest Area



IDAHO

W  
Y  
O  
M  
I  
N  
G

N  
E  
V  
A  
D  
A



7 0 7 14 Miles

SR-58 0.00 to 1.557 &  
I-80 in Wendover not  
Shown on map.

## Region Two Salt Lake

IDAHO



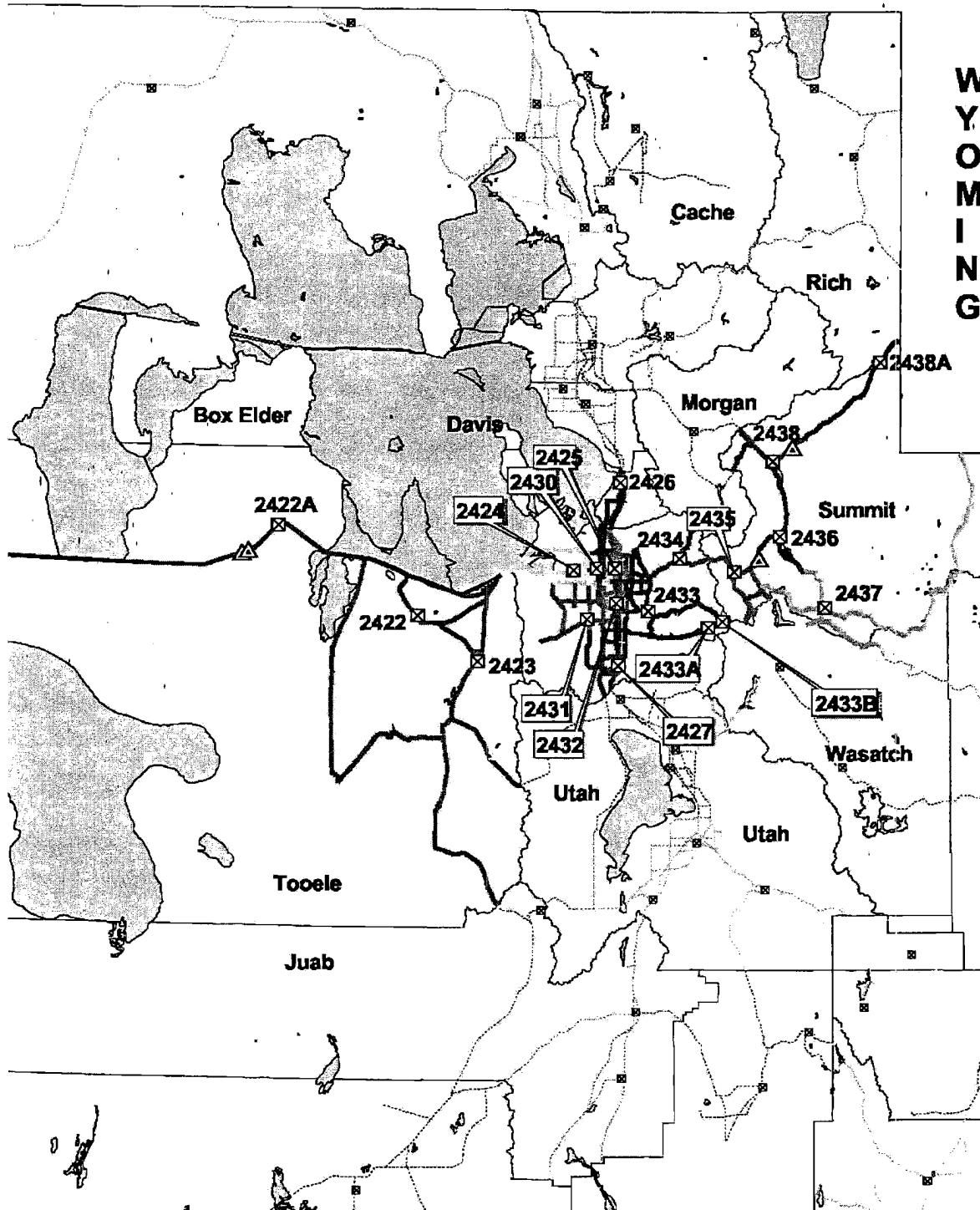
Maint. Station



Rest Area



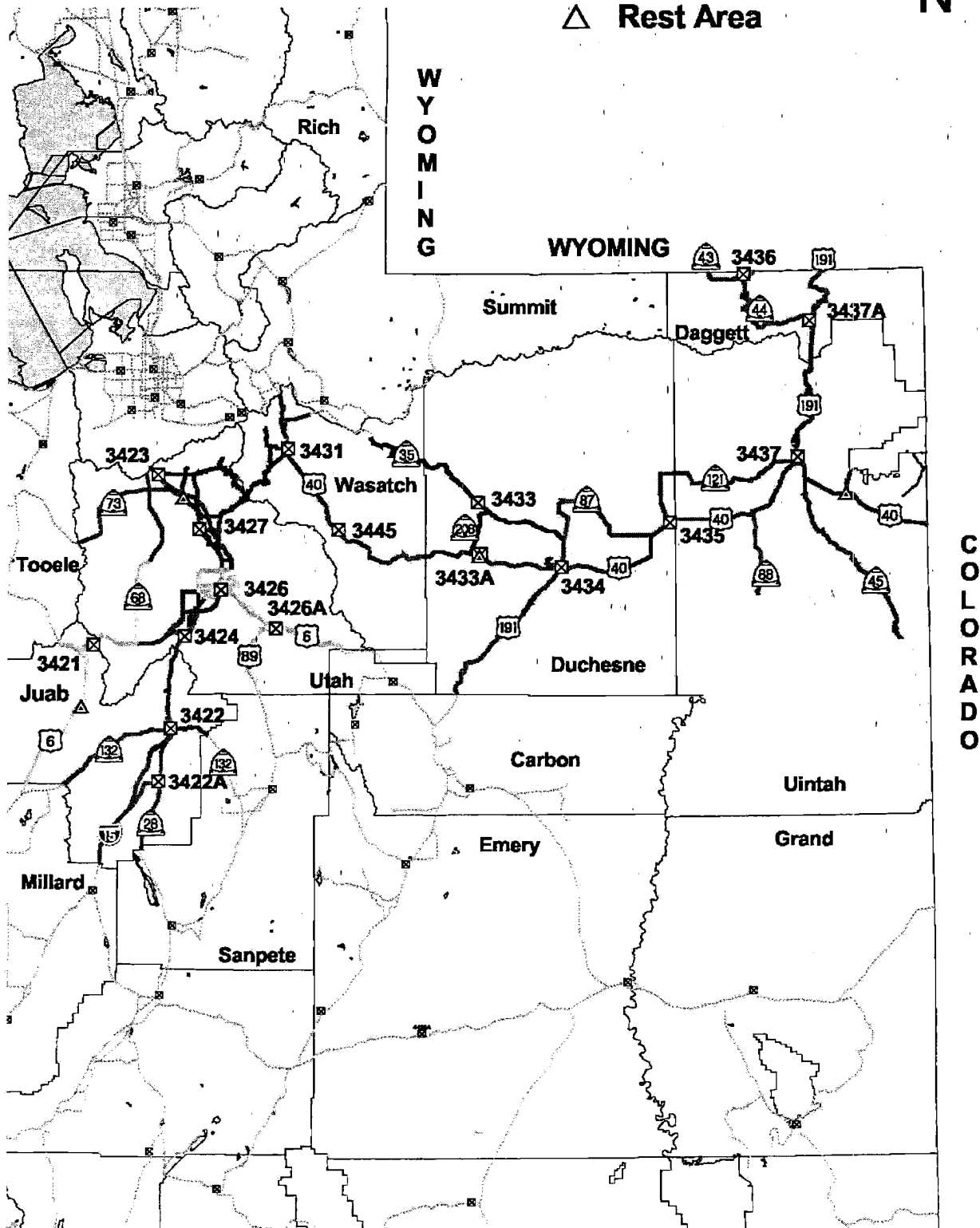
W  
Y  
O  
M  
I  
N  
G



# Region Three Orem



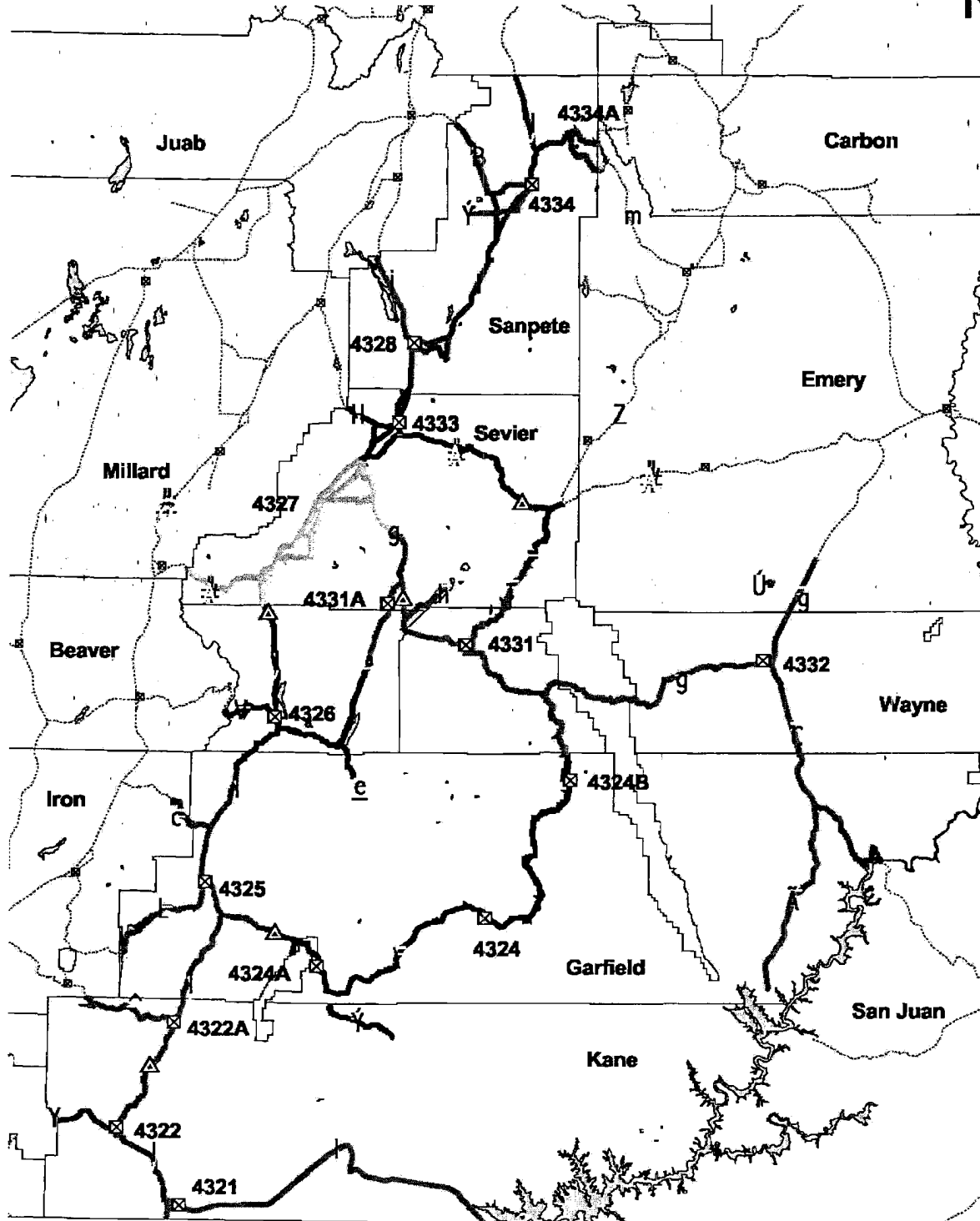
△ Rest Area





# Region Four Richfield District

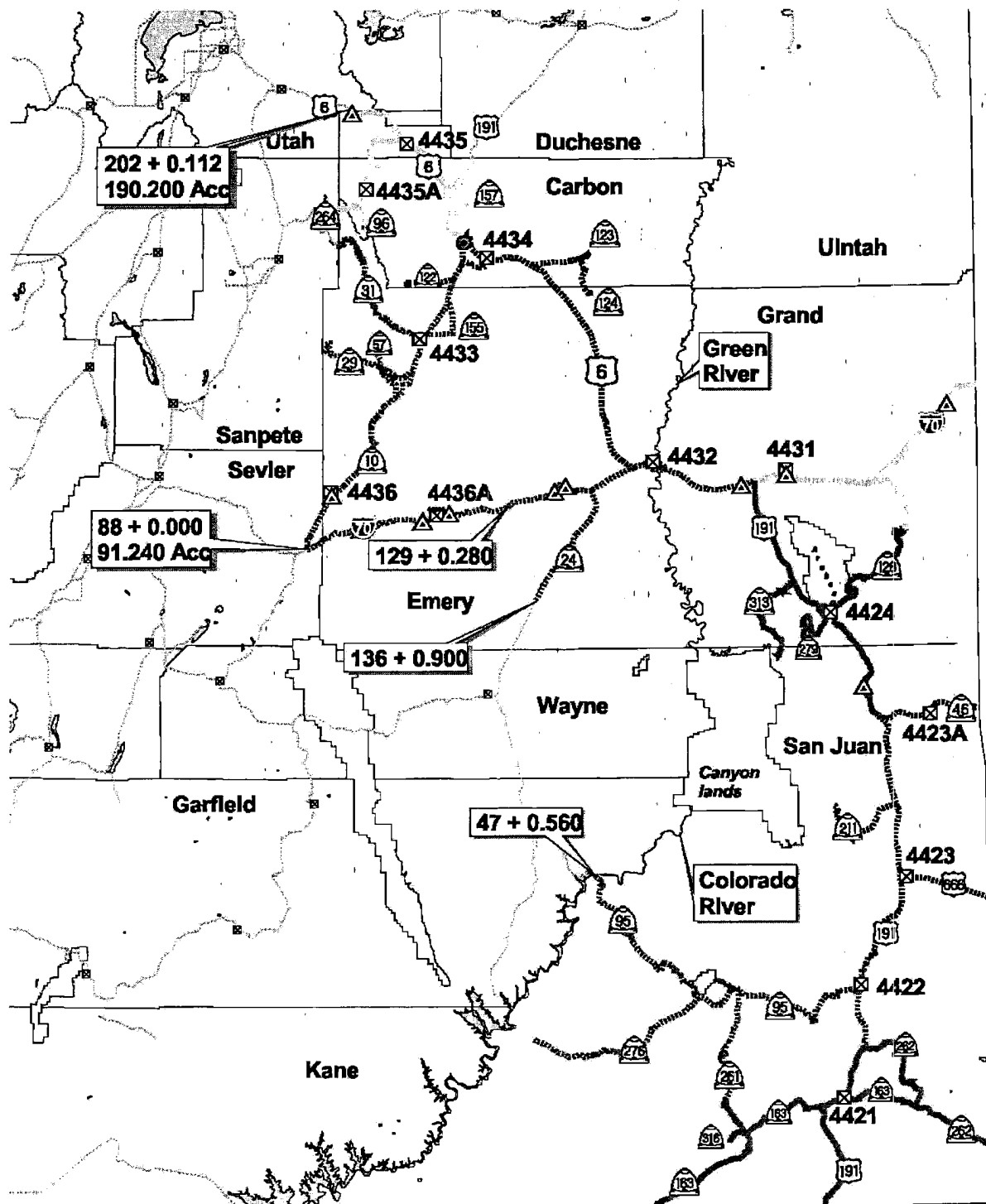
△ Rest Area



ARIZONA

# Region Four Price District

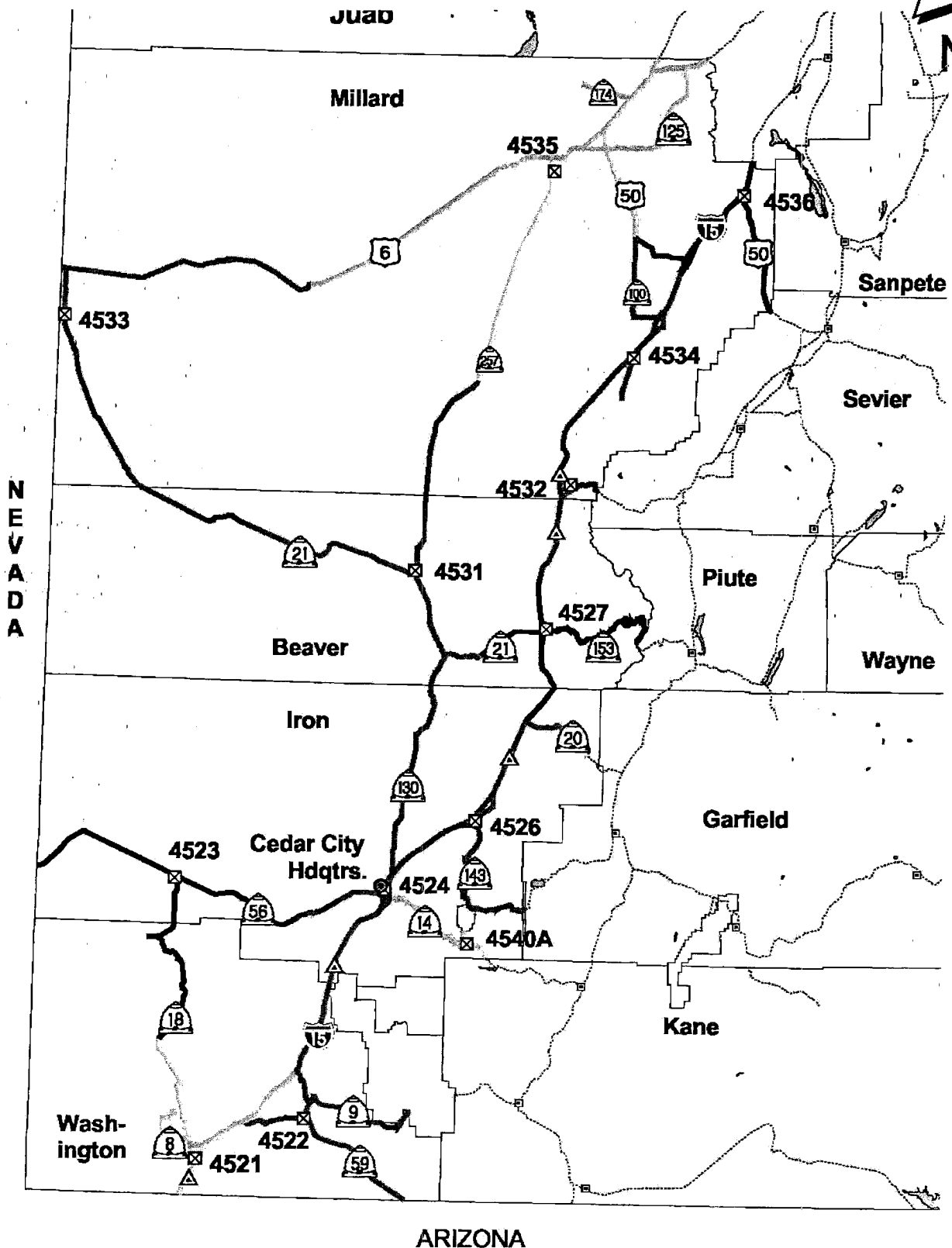
△ Rest Area  
 ☒ Station



ARIZONA

# Region Four Cedar City District

 Station  
 Rest Area



## ATTACHMENT C:

## SPECIAL TERMS AND CONDITIONS

1. **Payment Schedule.** Payments to the Contractor shall be made on a monthly basis.
2. **Contract.** The contract resulting from this RFP shall be a five-year contract with a two year fixed rate.
3. **Wages.** The Contractor shall be responsible for all applicable company wages in accordance with the Federal, State and local laws and ordinances.
4. **Invoicing.**

**THE CONTRACT NUMBER SHALL APPEAR ON ALL INVOICES FOR PAYMENTS**

The Contractor shall submit invoices to:

Ralph Patterson

Utah Department of Transportation

Traffic Operation Center

2060 South 2760 West

Salt Lake City, Utah 84104

Payment of invoices will be sent via mail. The State reserves the right to correct invoices.

5. **Non-Assignment.** The Contractor shall not sublet, assign or transfer any part of this contract without prior written approval from the Procurement Supervisor or the Procurement Manager of Utah Department of Transportation. The provision of monies due under this contract shall not be assignable without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation.
6. **Complete Contract.** This contract is intended by the parties as a final expression of their agreement, and supersedes all prior communications, representations and agreement, oral and written, between the parties with respect to the subject matter contained herein. The parties also intend this contract to be a complete and exclusive statement of the terms of their agreement. This contract may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding on the STATE unless in writing, signed by a duly authorized representative of the STATE.